


Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN :U10101JH1972GOI000918		Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: www.bccl.gov.in
Under jurisdiction of Dhanbad Court and Jharkhand High Court		

purchase order

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/ 714005/FS Lamp/safety/16/16-17/179

Dt. 06.03.2017

To,
M/s J. K. Dey & Sons
13, Old China Bazar Street
Kolkata- 700001, Fax No:-03412257031
VENDOR CODE:- 1/03/M/X/082
Email : jkdey@dataone.in

Sub. : Supply of DGMS approved Flame Safety Lamp.

Ref : i) This office STE Tender Enquiry no. BCCL/PUR/ 714005/FS Lamp/15-16/137, e-tender opened on 28.03.2016 on line under e-procurement and your online offer and subsequent correspondence on the above subject under tender id no.2016_BCCL_ 33045_1.
ii) Your bid no.90128 dtd 14.03.2016

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of **DGMS approved Flame Safety Lamp** at the following Technical specification , price, terms and conditions:
Scope of supply :

SN	Description	Qty in nos..	Unit Basic Price in Rs.	Extended Value in Rs.
1	DGMS approved Flame safety lamp , Model Velox- GL-50 (Detail technical specification as per A) mat code 93040410043	117	9403.00	1100151.00
	Packing & Forwarding charges @ Rs. 94.03 each			11001.51
	Subtotal			1111152.51
	CST @ 2%			22223.05
	Freight @ Rs.94.03 each			11001.51
	Total Landed value in Rs.			1144377.07

Total landed value :Rs. Eleven lakh forty four thousand three hundred seventy seven only.)

(Signature)

Terms and Conditions :

01	Price	Firm & F O R Destination basis.
02	Packaging & forwarding	Extra as indicated above subject to documentary evidence.
03	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C". Form "C" and Road permit if required will be issued by the Consignee.
04	Excise duty	Not applicable. if applicable to be borne by the firm
05	Freight..	Extra as indicated above subject to documentary evidence .
06	Payment Term	100% payment against delivery on the basis of proforma Invoice to be submitted by the firm to the consignee for arranging preparation of cheque/payment by paying authority and handed over to supplier after receipt of material at consignee end. You have to submit mandate form for payment against this order through EFT .
07	Delivery Schedule	Supply will commence within one month and completed within four months from date of receipt of order Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Safe arrival of materials shall be your responsibility. (NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account)
08	Guarantee/ Warranty	Materials supplied should be guaranteed for a period of one year from the date of purchase. The guarantee is valid for all parts except for gasket, filament unit, wick, glass, lock bolt, inner gauge and fuel vessel. Materials failing to function properly because of manufacturing or material defect will be replaced free of cost .
09	<p>L.D. Clause: The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified . No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser. In the event of failure to delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:</p> <p>a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division .</p> <p>b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply or</p>	

	<p>c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also</p> <p>d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.</p> <p>e) To encash any Bank guarantee which is available for recovery of the penalty or</p> <p>f) To forfeit the security deposit full or in part.</p> <p>g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.</p>	
10	Security Deposit	Not applicable.
11	Consignee	The Depot Officer, Central Stores Ekra, BCCL, Dhanbad.
12	Paying Authority	HOD(F) MM, Purchase Finance Deptt., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
13	Inspection	Final inspection at consignee end by inspecting authority after receipt of materials.
14	<p>Price certificate: The firm have to submit a price certificate in all your invoices that "It is certified that the price charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organization including Govt. deptt. PSU units CIL and its subsidiaries during the period of contract.</p>	
15	<p>Jurisdiction : Any disputes will have jurisdiction of Dhanbad Court & Jharkhand High court only</p>	
16	<p>Price fall clause</p> <p>i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.</p> <p>ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.</p>	
17	<p>Inspection & test clause i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. ii) The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.</p> <p>iii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser. iv) Should any inspected or tested Goods fail</p>	

9

	to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser. v)The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods. vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
18	<p>Force Majeure Clause</p> <p>If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire , flood, acts of nature or any other contingency beyond the supplier's control due to act of God - then BCCL may allow such additional time by extending the delivery period , as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:</p> <p>a) The successful bidder will , in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority , the beginning and end of the causes of the delay , within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure , BCCL will reserve the right to cancel the contract and provisions governing termination of contract , as stated in the bid documents will apply.</p> <p>b) For delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.</p> <p>c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.</p>
19	<p>Submission of Bill and documents: For claiming payments following documents are to be submitted with original bills as per the terms of supply order to the consignee.</p> <p>a)</p> <p>i) Pre receipted and stamped invoice be submitted</p> <p>ii) Packing list in original</p> <p>iii) Consignment note in original Warrantee guarantee certificate</p> <p>iv) Manufacturers test certificate ,, DGMS/BIS valid registration certificate</p> <p>b) The consignee shall then send SR notes , delivery challan, Inspection note ,warrantee/guarantee certificate ,price certificate ,price fall certificate and five copies of bills (including the original) and any other requisite documents to the paying authority as specified in the order.</p>
20	Road permit if required may be obtained from consignee under intimation to this office

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AND AS CONFIRMED IN TECHNO_COMMERCIALY ACCEPTABLE OFFER OF BIDDER .

3:- This issues with the concurrence and approval of competent authority. This contract is concluded with the issuance of this order. You are requested to kindly acknowledge receipt and acceptance of order within 15 days from date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you for execution.

Encl : Annexure-A (Technical details with other parameters),

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

(A K Sinha)
Sr. Manager (MM)Pur

INDENT REFERENCE:- This order is placed against Indent given below:

Indent nos. and Date	Budget Certification Details.
i) GM(I/C)S&R/13-14 , dtd 23.07.2013, BCCL, Hq Koyla Bhawan for Flame Safety Lamp (117 nos.) IR Ref No: 714005 dtd 12.04.2014 .	i) e-BC No: BCCL/C & B/ CAP/ Reg. PN-39/SN81/e BC no. 481 (Cap 16-17) dated 24.02.2017 head P&M (Safety) GM S&R(HQ), for Rs 11,44,377.00 (Rupees Eleven Lakh forty four thousand three hundred seventy seven only) corresponding i) e-FC no: 308 dated 24.02.2017

Copy to:

Depot Officer, Central stores Ekra, BCCL, Dhanbad
HOD (F) MM Div, Koyla Bhawan.
GM (S&R)/c , Koyla Bhawan , Dhanbad
SM (Tech Cell), MM Div, Koyla Bhawan.
Master File/Office Copy.
GM (MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMPDIL.
IEM: Shri Naresh Chaturvedi, IAS (Retd), CL-14, Sector-II, Salt Lake, Kolkata- 700091 . .

ANNEXURE-A :

Annexure - A

TECHNICAL SPECIFICATION AND SCHEDULE OF REQUIREMENT OF DGMS APPROVED FLAME SAFETY LAMP

Sl.No. Description

1. Velox-GL-50 Gas testing flame Safety Lamp incorporated with integral extinguisher.
 2. Provision of top feed, side refueling provision, double shield security, ordinary ignition and magnetic lock.
 3. Non-relighting type.
 4. Approved by DGMS for all degree gassy coal mines/coal seams.
 5. Approved fuel-Motor spirit (Petrol).
 6. It shall be handy and robust in construction.
- The firm shall have valid DGMS approval (main and extension thereof) on the date of supply of the material to the consignee.
DGMS approval no. should be marked /engraved/embossed on the body of the flame safety lamps.
The firm shall have to submit duly notarized and self attested copy of the main DGMS approval as well as extension of the same, at the time of supply of the flame safety lamp

Delivery Schedule:- Supply will commence within one month of receipt of purchase order and completed within four months of receipt of purchase order.

Guarantee/Warranty:- Guarantee for one year from date of purchase. The guarantee is valid for all parts except for gasket, filament unit, wick, glass, lock bolt, inner gauge and fuel vessel. Material failing to function properly because of manufacturing or material defects will be free of cost.

SM (MM)